

Appendix 1: General Terms and Conditions

1. Special Conditions: Special conditions included in the Proposal Document shall take precedence over any general provisions hereinafter set forth.
2. Specifications: Unless otherwise stated the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.
3. All exceptions to the specifications must be clearly defined in supplemental information submitted with the proposal. Descriptive literature to be included where applicable.
4. BE SURE TO INSERT UNIT PRICES AND CARRY OUT EXTENSIONS. In case of an error in extension of prices the unit price will govern
5. Errors or omissions could result in your proposal being declared "invalid".
6. Proposals must be submitted on the forms provided. No others will be accepted. All entries must be typewritten or if written, must be styled in printing clearly and legibly in ink. Be sure to sign the original proposal in ink and return in a sealed envelope with the furnished label properly affixed and proposal information noted.
7. Verbal instructions given by any of the Officers, Agents, or Employees of the County shall not be binding upon the County. Instructions in writing only, from the Purchasing Department of the Stark County Commissioners shall be binding.
8. Vendors must submit an affidavit in conformance with ORC Section 5719.042 as to the non-liability or liability for personal property taxes in Stark County. (Form to be supplied by the County).
9. The Stark County Board of Commissioners reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received and to award by item or total or any combination of proposals which is deemed most favorable to the County.
10. Vendors shall maintain Comprehensive General Liability insurance and shall provide the board with a properly executed Certificate of Insurance with a thirty (30) day cancellation notice in favor of the board.
11. The Vendor shall agree to hold harmless and indemnify the board from and against any liability, loss, damage, cost and expense which they may suffer from any claim, demand, action, suit or cause of action which may be made or had against them by reason of negligence on the part of the vendor, its agents, servants, or employees.

12. Vendor shall submit to the county, copies of licenses, registrations, or certifications which will serve to demonstrate to the county, the qualifications of said vendor and/or vendor's employees.
13. If the vendor uses a patented process, they must cover the cost of the license OR agree to hold harmless and indemnify the board from of any claim of patent infringement.
14. The board reserves the right to cancel the Agreement for such service by thirty (30) days' written notice. If the vendor wishes to cancel the Agreement, it shall do so only if it first gives thirty (30) days' written notice of its intent to cancel to the board.
15. Each proposal must be executed upon the Proposal Form furnished with the attached specifications.
16. Payment terms to be discussed during contract negotiations.
17. ALL PERSONNEL OF THE SUCCESSFUL VENDOR ARE TO BE EMPLOYEES OF THE VENDOR AND NOT COUNTY EMPLOYEES.